

approved or court-ordered LATA boundary waiver. SBC Wisconsin shall exchange such traffic using a two-way trunk group(i) via a facility to Level 3's POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. SBC-Wisconsin will not provision or be responsible for facilities located outside of SBC-Wisconsin exchange areas.

- 4.7.3 For traffic destined to Level 3 NPA NXXs rated to exchanges where SBC Wisconsin is not the incumbent LEC but which exchanges share a mandatory local, IntraLATA, or optional EAS area with a SBC Wisconsin incumbent exchange ("out-of-area exchanges"), SBC Wisconsin will open codes within its switches utilizing the normal LERG code opening processes as outlined in the underlying agreement. SBC Wisconsin will deliver the traffic associated with such out-of-area exchange codes to Level 3 at Level 3's existing POI within the originating LATA provided such POI is within an SBC Wisconsin exchange.
- 4.7.4 This Agreement sets forth the terms and conditions pursuant to which the applicable SBC Wisconsin agrees to furnish Level 3 with access to unbundled network elements (UNEs), Collocation and Resale in SBC Wisconsin's incumbent local exchange areas for the provision by Level 3 of a Telecommunications Service. ((Act, Section 251(c)). The Parties acknowledge and agree that SBC Wisconsin is only obligated to make available UNEs, Collocation and Resale to Level 3 in SBC Wisconsin's incumbent local exchange areas and has no obligation to provision UNEs, Collocation and Resale or provide any other rights under Section 251 (c) of the Act outside of SBC Wisconsin's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement, with respect to UNEs, Collocation and Resale, and any associated provisions set forth elsewhere in this Agreement with respect to UNEs, Collocation and Resale, (including but not limited to the associated UNE, Collocation and Resale rates set forth in this Agreement), shall only apply and be available to Level 3 when Level 3 is operating in an SBC Wisconsin incumbent local exchange area(s).
- 4.7.5 The compensation arrangements for all types of traffic exchanged between the Parties shall be as set forth in the Parties' Interconnection Agreement and the Amendment to Level 3 Contracts Superseding Certain Compensation, Interconnection and Trunking Provisions.

2.0 MISCELLANEOUS

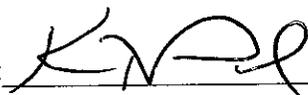
- 2.1 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

- 2.2 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. NOTHING HEREIN IS INTENDED TO OR SHALL BE CONSTRUED TO MODIFY THE AMENDMENT TO LEVEL 3 CONTRACTS SUPERSEDING CERTAIN COMPENSATION, INTERCONNECTION AND TRUNKING PROVISIONS.
- 2.3 This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin (PSC-WI).
- 2.4 Nothing in the Agreement or this Amendment shall constitute a waiver by either Party of any positions it may have taken or will take in any pending regulatory or judicial proceeding or any subsequent interconnection agreement negotiations. In addition, this Amendment shall not constitute a concession or admission by either Party and shall not foreclose either Party from taking any position in the future in any forum addressing any of the provisions or matters set forth in the Agreement or this Amendment to such Agreement. Further, the Parties acknowledge and agree that the provisions in the underlying Agreement and in this Amendment (and any separate Amendments previously made to the Agreement) reflect and comply with SBC Wisconsin's obligations under FCC rules and regulations ("FCC Rules") as they existed prior to their vacature by the D.C. Circuit in its decision in *United States Telecom Association, et al.* ("USTA Decision"), 290 F.3d 415 (D.C. Cir. 2002), and do not reflect changes to the FCC Rules in light of the FCC's Triennial Review Order, which was adopted by the FCC on February 20, 2003. Therefore, in entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to the USTA Decision, the Triennial Review Order, and any other federal or state regulatory, legislative or judicial action(s) which relate to the matters addressed in this Amendment, the underlying Agreement or any separate amendment to the Agreement, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC, et al.*, 535 U.S. 467 (2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds,

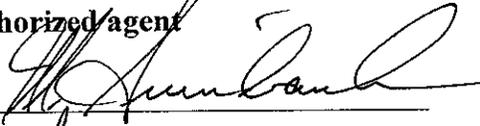
rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 14th day of May, 2003, by SBC Wisconsin, signing by and through its duly authorized representative, and Level 3, signing by and through its duly authorized representative.

Level 3 Communications, LLC

By: 
Title: VP- Software Development
Name: Kevin Paul
(Print or Type)
Date: May 13, 2003

**Wisconsin Bell Telephone Company d/b/a
SBC Wisconsin by SBC
Telecommunications, Inc., its
authorized agent**

By: 
Title: President - Industry Markets
Name: Mike Auinbauh
(Print or Type)
Date: MAY 14 2003